

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* *P.O. Box 420603*  
*CA 94142-0603*



**HOLIDAY PROVISION**

**FOR**

**METAL ROOFING SYSTEMS INSTALLER**

**IN**

**LOS ANGELES AND SAN BERNARDINO COUNTIES**

166-108-1

**R E C E I V E D**

Department of Industrial Relations  
Standard Form

AUG 05 2002 of

**UNION AGREEMENT**

Div. of Labor Statistics & Research

Chief's Office **APPEND A THERETO**

*From*

*July 1, 2001*

*to*

*June 30, 2007*

**SHEET METAL AND  
AIR CONDITIONING CONTRACTORS'  
NATIONAL ASSOCIATION  
LOS ANGELES CHAPTER  
(SMACNA-LA)**

*with*

**SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 105 LOS ANGELES**

464 South Lucas Avenue  
Los Angeles, CA 90017  
Phone: (213) 481-2050  
Fax: (213) 481-2076

SECTION 2. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section I of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

## **ARTICLE VI**

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1 1/2) times the regular rate.

Employees shall be at the shop or project site at the scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, \_\_\_\_\_ or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: Double Time

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to men on

SECTION 7. When an Employee travels from home to a job in a Zone Area and back to home, he shall receive the Zone Rate and no mileage will be paid.

SECTION 8. When an Employee reports to work in one Zone and is transferred to another Zone within the same working day, the Employee must receive the highest Zone Rate plus mileage from job to job.

SECTION 9. When an Employee travels from shop to job, and job to home, he shall receive the prevailing Zone Rate, plus mileage from shop to job.

SECTION 10. Mileage shall be paid at thirty-five cents (\$0.35) per mile when an Employee uses transportation other than that supplied by the Employer when traveling from shop to job, from job to job, or from job to shop.

SECTION 11. An Employee transporting materials using the Employer's vehicle shall be paid the proper overtime rates before and after regular working hours.

SECTION 12. When the immediate work site falls on a dividing Zone Line, the highest Zone Rate will prevail.

SECTION 13. In the event that a reciprocal agreement regarding Zone Expenses with any adjacent Local Union is agreed to, it shall become a part of this Agreement.

#### **ITEM 10. HOLIDAYS**

SECTION 1. It is hereby agreed to amend Article VI of the Standard Form of Union Agreement to conform with the following negotiated Holidays.

SECTION 2. Holidays shall be as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day

Memorial Day  
Independence Day

Day After Thanksgiving  
Christmas Day

SECTION 3. In addition to the Holidays in Section 2, the following shall also be Holidays.

SECTION 3(a). When any of the Holidays in Section 2 fall on Sunday, then the Monday after shall be a Holiday.

SECTION 3(b). When any of the Holidays in Section 2 fall on Saturday, then the Friday before shall also be a Holiday.

SECTION 3(c). When any of the Holidays in Section 2 fall on Thursday, then the Friday after shall also be a Holiday.

SECTION 3(d). When any of the Holidays in Section 2 fall on Tuesday, then the Monday before shall also be a Holiday.

## **ITEM 11. WORKING HOURS**

### **SECTION 1. *Starting Time***

Where, in accordance with this Item, the starting time for work is changed, the work performed before and after the changed work day shall be compensated per the contractual overtime rates.

SECTION 2. Employees having worked, and reporting back to work the following day, shall only be laid off or sent home after a one-half day shift or after a full day shift. This does not apply to any new Employee's show-up time, as defined in Article VIII, Section 10 of the Standard Form of Union Agreement.

SECTION 3. Shop Work: Where the Employer and a majority of the Employees in a shop agree to start work prior to the regular starting time, the Employer shall notify the Union in writing of this fact on the form provided by the Union and verified by the Shop Steward and shall further

# July 2002 - June 2003

## SMWIA Local Union No. 105

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# July 2003 - June 2004

## SMWIA Local Union No. 105

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